इंडियन बैंक इलाहाबाद | Indian Bank ALLAHABAD

Ref. No.: Alp/SARFAESI/2025-26/02

Date: 11.06.2025
Kolkata

DEMAND NOTICE

Notice under Sec. 13 (2) of the Securitization and Reconstruction ofFinancialAssets and Enforcement of Security Interest Act 2002

From:
Jay Shankar Kumar
AUTHORIZED OFFICER
INDIAN BANK, ALIPORE BRANCH,
1/A RONALDSHAY ROAD, KOLKATA-700027

To

1. **M/s MAHATO SOFT DRINKS, Proprietor: Sri Shiba Pd Mahato S/o Sri Sona Lal Mahato (Borrower)** C7-157/NEW, SANTOSHPUR STATION ROAD,P.O.- BARTALA, P.S.-RABINDRANAGAR,KOLKATA	2. **Mr. Shiba Prasad Mahato S/o Sri Sona Lal Mahato (Borrower, Mortgagor and guarantor),** CW-46/B, RABINDRANAGAR, PO-BARTALA , KOLKATA
3. **Mrs. Manju Debi Mahato W/o Mr. Shiba Prasad Mahato (Guarantor)** CW-46/B, RABINDRANAGAR, PO-BARTALA , KOLKATA	

Sir/Madam,

Sub: Your Cash Credit (Business Loan) account no. 50024158106 &GECL account no. 7141795868, Home Loan account no. 50242625470 & HL Advantage account no. 50426634840 with Indian Bank (eAlb) Alipore Branch

The first of you is a proprietor firm named M/s MAHATO SOFT DRINKS. The 2nd is proprietor of M/s Mahato Soft Drinks and borrower of Home Loan and HL advantage Loan now or at all material times. The 2nd and 3rdof you are the guarantors to the loan accounts availed by the 1st and 2nd of you. The 2nd of you is the mortgagor having offered your assets as security to the loan accounts availed by the 1st and 2nd of you. At the request of you, in the course of banking business, the following facilities were sanctioned and were availed by 1st and 2nd of you.

Nature of facility	Limit (Amt in Rs.)	O/s Dues as on 10.06.2025 is Rs.
Cash Credit (Business Loan) 50024158106	**150,00,000.00**	**1,53,09,605.00**
GECL 1.0 EXTENSION LOAN 7141795868	**10,06,000.00**	**6,71,483.00**
Home Loan 50242625470	**8,50,000.00**	**3,35,499.00**
HL Advantage 50426634840	**8,00,000.00**	**3,51,784.00**

Shiva prasad mahato
11/6/25

Alipore Branch
1/A, Ronaldshay Road, Alipore, Kolkata – 700 027
Phone: (033) 24796267, e-mail: alipore@indianbank.co.in

कृते इण्डियन बैंक / For INDIAN BANK
इलाहाबाद / Allahabad
अधिकृत अधिकारी / Authorised Officer
अलीपुर शाखा / Alipore Branch

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You have executed the following documents for each of the said facilities:	
Nature of facility	Nature of document
1. Cash Credit (Business Loan) 2. FITL Loan	1. Acknowledge of sanction letter 2. Demand pronote 3. General letter of Hypothecation 4. Supplemental Letter confirming deposit of title deed 5. Personal Guarantee agreement 6. Other related documents

The repayment of the aforesaid loans is personally guaranteed by you by executing an agreement of guarantee. The repayments of the said loans are secured by mortgage at Kolkata, Alipore as given in the schedule hereunder belonging to 2nd of you.

Despite repeated requests calling upon you to pay the amounts together with interest; all of you and each of you who are jointly and severally liable have failed and committed default in repaying the amount due. The loan account has been classified as Non Performing Asset since 01.09.2024 in accordance with directions/guidelines relating to asset classifications issued by Reserve Bank of India.

The outstanding dues payable by you as on **10.06.2025 amounts to Rs.1,66,68,371.00 (Rupees One Crore Sixty Six Lac Sixty Eight Thousand Three Hundred Seventy One Only)** and the said amount carries further interest at the agreed rate from **11.06.2025** till date of repayment.

The term borrower under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 means any person who has been granted financial assistance by Bank or who has given any guarantee or created any mortgage / created charge as security for the said financial assistance granted by the Bank.
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Therefore, all of you and each of you are hereby called upon to pay the amount due as on date viz- **Rs.1,66,68,371.00 (Rupees One Crore Sixty Six Lac Sixty Eight Thousand Three Hundred Seventy One Only)** together with interest from this date till date of payment within 60 days from the date of this notice issued under Sec.13(2) failing which Bank will be constrained to exercise its rights of enforcement of security interest without any further reference to you under the said Act. If you fail to discharge your liabilities in full within 60 days from the date of this notice, Bank shall be exercising its enforcement rights under Sec 13 (4) of the Act as against the secured assets given in the schedule hereunder.

On the expiry of 60 days from the date of this notice and on your failure to comply with the demand, Bank shall take necessary steps to take possession for exercising its rights under the Act.

Please note that as per the provisions of Sec. 13 (13) of the Act no transfer of the secured assets (given in the schedule hereunder) by way of sale, lease or otherwise, shall be made after the date of this notice without the prior written consent of the bank.

Needless to mention that this Notice is addressed to you without prejudice to any other remedy available to the Bank. Please note that this notice is issued without prejudice to Bank's right to proceed with the proceedings presently pending before DRT/RO of DRT/DRAT/Court and proceed with the execution of order/decree obtained/to be obtained.

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कृते इण्डियन बैंक / For INDIAN BANK
इलाहाबाद / Allahabad

अधिकृत अधिकारी / Authorised Officer
अलीपुर शाखा / Alipore Branch

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Please note that the Bank reserves its right to call upon you to repay the liabilities that may arise under the outstanding bills discounted, Bank guarantees and letters of credit issued and established on your behalf as well as other contingent liabilities.

"We draw attention to the provisions of Section 13(8) of the SARFAESI Act and the Rules framed there under which deals with your rights of redemption over the securities"

The Undersigned is a duly Authorised Officer of the Bank to issue this Notice and exercise powers under Section 13 aforesaid.

SCHEDULE

The specific details of the assets in which security interest is created are enumerated hereunder:

Mortgaged assets:-

Equitable mortgage in favour of Indian Bank (eAlb) Alipore of

All that part and parcel of bastu land with area of 01 cottah, 07 chittak, plot no. 167 (part), at Mouza Akra, J.L. No. 01, Khatian No. 314/1 Dag No. 327, in ward no. 7 under Maheshtala Municipality, P.S. Maheshtala, Dist. 24 Parganas South, Kolkata – 700018. With three storied residential building, bounded by

On North: By property of Mr. Dilip Mazumder
On South: By 20ft wide Municipal Road
On East: By Vivekanand Park
On West: By Property of Bulla Majumder

All the hypothecated stock and book debts of the firm both current and future.

Yours faithfully / For INDIAN BANK
इलाहाबाद / Allahabad

प्राधिकृत अधिकारी / Authorised Officer
अलीपोर शाखा / Alipore Branch

Authorised Officer
Indian Bank

11/6/25.

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इंडियन बैंक Indian Bank
इलाहाबाद ALLAHABAD

Ref. No.: Alp/SARFAESI/2025-26/02

Date: 11.06.2025
Kolkata

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1/A RONALDSHAY ROAD, KOLKATA-700027

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3. **Mrs. Manju Debi Mahato W/o Mr. Shiba Prasad Mahato (Guarantor)** CW-46/B, RABINDRANAGAR, PO-BARTALA , KOLKATA	

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Phone: (033) 24796267, e-mail: alipore@indianbank.co.in

कृते इण्डियन बैंक / For INDIAN BANK
इलाहाबाद / Allahabad
अधिकृत अधिकारी / Authorised Officer
अलीपुर शाखा / Alipore Branch

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इलाहाबाद / Allahabad

अधिकृत अधिकारी / Authorised Officer
अलीपुर शाखा / Alipore Branch

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On North: By property of Mr. Dilip Mazumder
On South: By 20ft wide Municipal Road
On East: By Vivekanand Park
On West: By Property of Bulla Majumder

All the hypothecated stock and book debts of the firm both current and future.

Yours faithfully

For INDIAN BANK / Allahabad

Authorised Officer / Alipore Branch

Authorised Officer
Indian Bank

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1/A, Ronaldshay Road, Alipore, Kolkata – 700 027
Phone: (033) 24796267, e-mail: alipore@indianbank.co.in

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INDIAN BANK ALIPORE BRANCH, 1/A RONALDSHAY ROAD, ALIPORE, KOLKATA 700027

POSSESSION NOTICE

(For Immovable Property)
(Under Rule-8(1) of Security Interest (Enforcement) Rules, 2002)

Where as

The Undersigned being the Authorized Officer of the Indian Bank under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 and in exercise of powers conferred under section 13 (12) read with rule 3 of the Security Interest (Enforcement) Rules ,2002, issued a demand notice dated **11.06.2025** calling upon the Borrower **1. M/s Mahato Soft Drinks (Prop: Sri Shiba Pd Mahato, S/o Sri Sona Lal Mahato)-Borrower, Address: 3 C7-157/NEW, SANTOSHPUR STATION ROAD,P.O.- BARTALA, P.S.-RABINDRANAGAR,KOLKATA-700018, Also at Address: CW-46/B,RABINDRANAGAR,PO-BARTALA , KOLKATA-700018 2. Mr. Shiba Pd Mahato S/o Sri Sona Lal Mahato (Borrower/Guarantor/Mortgagor), Address: 3 C7-157/NEW, SANTOSHPUR STATION ROAD,P.O.- BARTALA, P.S.-RABINDRANAGAR,KOLKATA-700018, Also at Address: CW-46/B,RABINDRANAGAR,PO-BARTALA , KOLKATA-700018, 3. Mrs. Manuju Devi Mahato, W/o Mr. Shiba Pd Mahato (Guarantor) Address: 3 C7-157/NEW, SANTOSHPUR STATION ROAD,P.O.- BARTALA, P.S.-RABINDRANAGAR,KOLKATA-700018, Also at Address: CW-46/B,RABINDRANAGAR,PO-BARTALA , KOLKATA-700018 having availed loan from Alipore Branch** to repay the amount mentioned in the notice **Rs.1,66,68,371.00 (Rupees One Crore Sixty Six Lac Sixty Eight Thousand Three Hundred Seventy One Only) as on 10.06.2025 plus interest thereon from 11.06.2025** within **60** days from the date of receipt of the said notice.

The borrowers having failed to repay the amount, notice is hereby given to the borrowers and the public in general that the undersigned has taken the possession of the property described herein below in exercise of powers conferred on him/her under Section 13(4) of the said Act read with Rule 8 of the said rules on this 01st **of September 2025.**

The borrower/guarantors/mortgagor in particular and the public in general are hereby cautioned not to deal with the property and any dealing with the property will be subject to the charge of the Indian Bank for an amount of **Rs.1,66,68,371.00 (Rupees One Crore Sixty Six Lac Sixty Eight Thousand Three Hundred Seventy One Only) as on 10.06.2025** and interest thereon. Attention of borrower/guarantor/mortgagor is also invited to the provisions of section 13 (8) of the SARFAESI Act regarding redemption of secured assets.

DESCRIPTION OF THE IMMOVABLE PROPERTY

Mortgaged Assets		**Owner/ Mortgagor**
All that part and parcel of bastu land with area of 01 cottah, 07 chittak, plot no. 167 (part), at Mouza Akra, J.L. No. 01, Khatian No. 314/1 Dag No. 327, in ward no. 7 under Maheshtala Municipality, P.S. Maheshtala, Dist. 24 Parganas South, Kolkata – 700018. With three storied residential building, bounded by On North: By property of Mr. Dilip Mazumder On South: By 20ft wide Municipal Road On East: By Vivekanand Park On West: By Property of Bulla Majumder		**Mr. Shiba Prasad Mahato**

01/9/25

Date: 01.09.2025
Place: Kolkata

मंजू देवी माहतो

1-9-25

इन्डियन बैंक / For INDIAN BANK
इलाहाबाद / Allahabad

अधिकृत अधिकारी / Authorised Officer
अलीपुर शाखा / Alipore Branch

AUTHORISED OFFICER
INDIAN BANK, Alipore Branch

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